

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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INA ROGOVIN,

Plaintiff,

-against-

**STIPULATION AND ORDER OF
SETTLEMENT AND
DISCONTINUANCE**

05-CV-1819 (ENV)(RER)

NEW YORK CITY DEPARTMENT OF EDUCATION,
BRENDA STEELE (Region 3 Deputy Superintendent),
MATTY GEOGHEGAN (Summer School Program
Director), WALTER O'BRIEN (Local Instructional
Superintendent), individually and in their official capacity,

Defendants.
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WHEREAS, plaintiff commenced this action on or about August 13, 2005,
alleging that Defendants New York City Board of Education, sued herein and doing business as
the New York City Department of Education, Brenda Steele, Matty Geoghegan and Walter
O'Brien, discriminated against her on account of her age; and

WHEREAS, defendants deny plaintiff's allegations and any and all liability
arising out of Plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is dismissed, with prejudice, and without
costs, expenses, or fees in excess of the amounts specified below.
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2. In full satisfaction of all of plaintiff's claims against defendants, including claims for costs, expenses and attorney's fees, the following payments will be made to plaintiff by the New York City Board of Education and the City of New York as set forth below.

3. The New York City Board of Education agrees to pay plaintiff the sum of Nine-Thousand Five-Hundred and Fifty dollars (\$9,550.00), in back pay, minus all applicable payroll deductions. This amount represents back pay for period from September 8, 2003 to August 30, 2004. The check for \$9,550.00, minus all applicable payroll deductions, shall be issued by the New York City Board of Education to Ina Rogovin within 90 days of defendants' counsel receiving the fully executed Stipulation and Order of Discontinuance, Affidavit of No Liens, General Release, and Form W-9.

4. The back pay payments set forth in paragraph "3" shall be included in the New York City Teacher's Retirement System's calculation of plaintiff's Final Average Salary, if applicable.

5. Plaintiff will not be permitted to change either the retirement option that she previously selected or her beneficiary selection.

6. The City of New York agrees to pay plaintiff's counsel \$3,000 in full settlement of plaintiff's claims for attorney's fees, costs and expenses. A check in this amount shall be made payable to "Leeds Morelli & Brown, P.C." The check shall be issued to plaintiff's counsel within 90 days of defendants' counsel receiving the fully executed Stipulation and Order of Discontinuance, Affidavit of No Liens, General Release, and Form W-9 (the Form W-9 is to be executed by plaintiff's counsel).

7. Plaintiff agrees to dismiss with prejudice all claims against defendants and to release defendants, and any present or former unnamed employees or agents of the New York

City Board of Education and the City of New York, from any and all claims, liabilities or causes of actions which were or could have been asserted by her based on any act, omission, event or occurrence occurring from the beginning of the world up to and including the date of the execution of the general release referred to in paragraph “3” above, including any and all claims which were or could have been alleged by them in the complaint, amended complaint, and second amended complaint in this action, including all claims for attorney’s fees and costs.

8. Plaintiff shall execute and deliver to defendants’ attorney all documents necessary to effect this settlement, including, without limitation, a general release executed by plaintiff, an Affidavit of No Liens executed by plaintiff, and a Form W-9 executed by plaintiff’s counsel.

9. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff’s rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the New York City Board of Education or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This Stipulation of Settlement and Order of Discontinuance may not be used or offered into or entered into evidence in any other litigation, mediation, alternative dispute resolution, or any other forum, for any purpose whatsoever, except by plaintiff to enforce this stipulation, or to secure any rights she may have relating to her pension.

10. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Board of Education.

11. This Stipulation of Settlement and Order of Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at

any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement and Order of Discontinuance regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
April 28 2006

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Assistant Corporation Counsel

MAY 1 2006 SO ORDERED:

U.S.D.J.

HON. ERIC N. VITALIANO